

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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:  
CLAUDE GALLAND, VIOLAINE GALLAND,  
PARISTUDIOS,

Plaintiffs,

-against-

JAMES JOHNSTON, JUDITH JOHNSTON, STEPHEN :  
BOWDEN, TERRI BOWDEN, :

Defendants.  
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: **Docket No.:** 14 CV 4411  
(SULLIVAN, RJ) (ELLIS, RL)

: **AUTOMATIC DISCLOSURE**

Defendants STEPHEN BOWDEN and TERRI BOWDEN, by their attorneys Herzfeld & Rubin, P.C., hereby provide the following Automatic Disclosure pursuant to the requirements of Rule 26 (a) (1) (A) (i), (ii), (iii) and (iv) of the Federal Rules of Civil Procedure:

1. "The name and, if known, the address and telephone number of each individual likely to have discoverable information-- along with the subjects of that information --that the disclosing party may use to support its claims or defenses, unless the use would be solely for impeachment;":

Response:

- a. Stephen Bowden; 3632 Longview Lane, Mobile, Alabama 36608; Telephone: (251) 460-0452. The subject matter of which Stephen Bowden has information relates to the rental of the apartment located at 22 Rue St. Severin, 2<sup>nd</sup> Floor, Paris, France 75005 (the "subject apartment"); the rental agreement for the subject apartment; Mrs. Bowden's review of the subject apartment on the Home Away/Vacation Rentals by Owner

("VRBO") website; Mrs. Bowden's e-mails to/from VRBO; e-mails from/to Claude Galland; telephone message of Violaine Galland; and The Home Away/VRBO Content Guidelines and Terms and Conditions of the VRBO User Agreement.

- b. Terri Bowden; 3632 Longview Lane, Mobile, Alabama 36608; Telephone: (251) 460-0452. The subject matter of which Terri Bowden has information relates to the rental of the subject apartment; her review of the subject apartment, which was submitted to the VRBO website; her e-mails to/from VRBO; e-mails from/to Claude Galland; telephone message of Violaine Galland; and The Home Away/VRBO Content Guidelines and Terms and Conditions of the Home Away/VRBO Agreement.
- c. Claude Galland; 166 West 75<sup>th</sup> Street, Suite 1208, New York, New York 10023; Telephone: (917) 770-1046. Upon information and belief, the subject matter of which Claude Galland has information relates to the rental agreement for the subject apartment signed by Stephen Bowden; the rental of the subject apartment by others prior to and after its rental by Stephen Bowden in May, 2014; financial records and bank accounts regarding the rental of the subject apartment for one year prior to May, 2014, through and including the present date; documents identifying other parties who rented the subject apartment, and the period rented, for one year prior to May, 2014, and for the time period from May, 2014, to present; contracts and alleged potential contract(s) for the rental of the subject apartment from May, 2014, to present; online reviews posted with respect to the subject apartment, including the review posted by Terri Bowden; the agreement between plaintiffs and Home Away/VRBO; plaintiffs' posting with respect to the subject apartment on the Home Away/VRBO website; the Home Away/VRBO Content Guidelines and the

Terms and Conditions of the Home Away/VRBO Agreement; e-mails or other correspondence or documents sent to and received from Home Away/VRBO, and other third parties, regarding mitigation of damages, and removal of the review of Mrs. Bowden, pending the outcome of the litigation; Mr. Galland's e-mails to Stephen and Terri Bowden; an e-mail to Mr. Galland from Mr. Bowden; the e-mail to VRBO by Terri Bowden; e-mails sent to Mr. Galland by VRBO regarding the separate complaint of Terri Bowden and Mr. Galland's response e-mail to VRBO; information regarding Federal Tax ID # 13-3946314; and information regarding payments made to the National Women's Society for Innovation, Inc., related to the apartment in question.

- d. Violaine Galland; 166 West 75<sup>th</sup> Street, Suite 1208, New York, New York 10023; Telephone: (646) 266-8033. Upon information and belief, the subject matter of which Violaine Galland has information relates to the rental agreement for the subject apartment signed by Stephen Bowden; the rental of the subject apartment by others prior to and after its rental by Stephen Bowden in May, 2014; financial records and bank accounts regarding the rental of the subject apartment for one year prior to May, 2014, through and including the present date; documents identifying other parties who rented the subject apartment, and the period rented, for one year prior to May, 2014, and for the time period from May, 2014 to present; contracts and alleged potential contract(s) concerning the rental of the subject apartment from May, 2014, to present; online reviews posted with respect to the subject apartment, including the review posted by Terri Bowden; the agreement between plaintiffs and Home Away/VRBO; plaintiffs' posting with respect to the subject apartment on the Home Away/VRBO

website; the Home Away/VRBO Content Guidelines and the Terms and Conditions of the Home Away/VRBO Agreement; e-mails or other correspondence or documents sent to and received from Home Away/VRBO, and other third parties, regarding mitigation of damages, and removal of the review of Mrs. Bowden pending the outcome of the litigation; e-mails to Stephen and Terri Bowden; an e-mail to Mr. Galland from Mr. Bowden; e-mails sent to Mr. Galland by VRBO regarding the separate complaint of Terri Bowden and Mr. Galland's response e-mail to VRBO; a telephone message left for Mr. and Mrs. Bowden; information regarding Federal Tax ID # 13-3946314; and information regarding payments made to National Women's Society for Innovation, Inc., related to the apartment in question.

2. "A copy--or description by category and location--of all documents, electronically stored information, and tangible things that the disclosing party has in its possession, custody or control and may use to support its claims or defenses, unless the use would be solely for impeachment;"

Response:

The undersigned has in his possession:

- 1) a copy of the Vacation Rental Agreement signed by Stephen Bowden and Claude and Violaine Galland, with respect the subject apartment; 2) a copy of Terri Bowden's review of the subject apartment; 3) e-mail correspondence to/from VRBO and Terri Bowden; 4) copies of other online reviews of the subject apartment; 5) copies of e-mails to Stephen and Terri Bowden by Mr. Galland, including an e-mail offering \$300 to remove the review of the subject apartment and also regarding threatened litigation and listing Federal Tax ID # 13-3946314;

6) copy of an e-mail from VRBO confirming the removal of Terri Bowden's review of the subject apartment from the VRBO website; 7) a copy of the Home Away/VRBO Content Guidelines and the Terms and Conditions of the VRBO Agreement; 8) a copy of the Gallands' VRBO listing with respect to the Subject Apartment; 9) copies of e-mail correspondence to Mr. Galland by VRBO regarding the separate complaint of Terri Bowden and Mr. Galland's response e-mail to VRBO; and 10) a copy of the listing for the apartment in question and information regarding its location, and "Owner Info" regarding the National Women's Society for Innovation, Inc.

3. "A computation of each category of damages claimed by the disclosing party—who must also make available for inspection and copying under Rule 34 the documents or other evidentiary material, unless privileged or protected from disclosure, on which each computation is based, including materials bearing on the nature and extent of injuries suffered;":

Response:

The response to this item should primarily be provided by plaintiff. However, pending the outcome of this case, an application may be made by defendants Stephen Bowden and Terri Bowden, pursuant to Federal Rule 54, for attorneys' fees and related nontaxable expenses. It is premature at this point in the litigation to determine the amount of attorneys' fees and related nontaxable expenses which may be sought.

4. "For inspection and copying as under Rule 34, any insurance agreement under which an insurance business may be liable to satisfy all or part of a possible judgment in the action or to indemnify or reimburse for payments made to satisfy the judgment."

Response:

No insurance covers Stephen and Teri Bowden for alleged breach of contract.

Dated: New York, New York  
September 15, 2015

Yours, etc.

HERZFELD & RUBIN, P.C.



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